



GAIL FARBER, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

June 16, 2009

IN REPLY PLEASE

REFER TO FILE:

EP-2

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

48

JUNE 16, 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**AMENDMENT NO. 1 TO WASTE PLAN CONFORMANCE AGREEMENT
FOR SUNSHINE CANYON LANDFILL
(SUPERVISORIAL DISTRICTS 3 AND 5)
(3 VOTES)**

SUBJECT

Request for approval of Amendment No. 1 to the Waste Plan Conformance Agreement, entered into by the County of Los Angeles and Browning-Ferris Industries, Inc., on June 25, 1996, for the Sunshine Canyon Landfill. The amendment requires Browning-Ferris Industries, Inc., to provide year-round waste tire and bulky items drop off programs at the Landfill and semiannual clean up campaigns for adjacent unincorporated communities.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that, in connection with the Sunshine Canyon Landfill, your Board previously certified the Final Environmental Impact Report and Addendum to the Final Environmental Impact Report, and that for the purpose of this action, your Board is relying on said previously certified environmental documents.
2. Approve and delegate authority to the Director of Public Works, or her designee, to execute the Amendment between the County of Los Angeles and Browning-Ferris Industries, Inc., owner and operator of the Sunshine Canyon Landfill.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On February 6, 2007, your Board adopted the Replacement Conditional Use Permit (RCUP) No. 00-194-(5) for the Sunshine Canyon Landfill, which allows for a Combined City/County Landfill and replaces the original Conditional Use Permit No. 86-312-(5). Condition 25 of the RCUP and Part II of the Implementation and Monitoring Program of the RCUP require the Waste Plan Conformance Agreement, entered into by the County of Los Angeles and Browning-Ferris Industries, Inc., on June 25, 1996, be amended to be made consistent with the applicable Source Reduction and Recycling Elements of the County waste management plan. The Amendment (Attachment 1) is intended to satisfy those plans.

The Amendment expands the original Waste Plan Conformance Agreement to provide free year-round waste tire and bulky item drop-off programs and semi-annual cleanup campaigns to adjacent unincorporated communities. The programs and campaigns are designed to divert and recover recyclable materials, and collectively reduce illegal dumping in these unincorporated communities.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Service Excellence (Goal 1) and Community Services (Goal 6). Adoption of the subject Amendment will allow the County to enhance the quality of life for residents and businesses in the unincorporated areas by providing for the acceptance by Browning-Ferris Industries, Inc., of up to four waste tires and one bulky item per residence per year and up to one ton of residential trash per residence per cleanup campaign, free of charge. These requirements will divert and recover recyclable materials and prevent illegal dumping.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. The estimated annual cost for this service is \$20,000, which is included in the Fiscal Year 2009-10 Proposed Solid Waste Management Fund. Public Works is responsible for the cost of advertising and promoting the cleanup campaigns while Browning-Ferris Industries, Inc., is responsible for funding the implementation of the programs and campaigns.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The attached Amendment satisfies the requirements of the Mitigation Monitoring Program, Part II, of the RCUP No. 00-194-(5), as adopted by your Board on February 6, 2007. This Amendment has been reviewed and approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

In 1993 your Board certified the Final Environmental Impact Report for the original Conditional Use Permit No. 86-312-(5) and subsequently, in 1996 approved the Waste Plan Conformance Agreement for the Sunshine Canyon Landfill. On February 6, 2007, your Board certified the Addendum to the Environmental Impact Report and found that it, in conjunction with the 1993 Environmental Impact Report and the 1999 City Supplemental Environmental Impact Report, adequately addresses the environmental impacts of the RCUP.

The recommended action is within the scope of the project in the previously certified environmental documents.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the Amendment will allow the County to implement programs to enhance the quality of life for its residents and businesses by reducing illegal dumping.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Environmental Programs Division.

Respectfully submitted,



in GAIL FARBER
Director of Public Works

GF:LL:ca

Attachment

c: Chief Executive Office (Lari Sheehan)
County Counsel
Executive Office
Department of Regional Planning (Bruce McClendon)

**AMENDMENT NO. 1 TO WASTE PLAN CONFORMANCE
AGREEMENT-SUNSHINE CANYON LANDFILL**

AMENDMENT #1 TO WASTE PLAN CONFORMANCE AGREEMENT –
SUNSHINE CANYON LANDFILL

THIS FIRST AMENDMENT TO WASTE PLAN CONFORMANCE AGREEMENT ("Amendment") is made and entered into as of this _____ day of _____, 200__ by and between the County of Los Angeles, a subdivision of the State of California (the "County"), and Browning-Ferris Industries of California, Inc., a California corporation ("BFI") (hereinafter together referred to as "Party" or "Parties").

RECITALS

This Amendment is made with references to the following facts:

- A. On June 25, 1996, the Parties entered into that certain Waste Plan Conformance Agreement (the "Original Agreement") required by that certain Conditional Use Permit No. 86-312-(5) (the "Original CUP").
- B. BFI applied for a new revised conditional use permit and related land use entitlements to modify and supersede the Original CUP, among other things, to allow BFI greater tonnage capacity at the County Landfill (as defined in the Original Agreement).
- C. On February 6, 2007, the Los Angeles County Board of Supervisors (the "Board") acted, among other things, to approve that certain replacement Conditional Use Permit No. 00-194-5 (the "R-CUP") to replace the Original CUP.
- D. Condition 25 of the R-CUP and Part II of the Implementation and Monitoring Program of the R-CUP require that the Original Agreement be amended to be made consistent with the applicable Source Reduction and Recycling Elements of the County waste management plan.
- E. This Amendment is intended to satisfy the above requirements.

NOW THEREFORE, the Parties agree as follows:

- 1. Except as provided below, the Original Agreement will remain in its current form, remain in full force and effect, and is hereby reaffirmed by the Parties.
- 2. Exhibit B of the Original Agreement, entitled the "Waste Diversion and Recycling Plan" ("Exhibit B") is hereby modified as follows :

- A. Section 5 of Exhibit B is hereby deleted in its entirety and replaced with the following provision:

5. Waste Tire Program. BFI will provide a non-commercial waste tire program for residents of the County of Los Angeles. Under such program, BFI will accept at the City/County Project pick-up truck and passenger vehicle tires from residents within the County of Los Angeles free of charge at a minimum up to four (4) tires per residence per year. BFI will not dispose of these tires at the City/County Project; rather, BFI will recycle, process, and/or dispose of the tires at the Azusa Land Reclamation Facility (the "Azusa Facility") for recycling and reuse when feasible, or, if not recyclable, for further processing prior to disposal. BFI shall have the option to deliver the tires to any licensed facility other than the Azusa Facility that performs similar tire processing or disposal.

- B. Section 8 of Exhibit B is hereby deleted in its entirety and replaced with the following provision:

8. Receipt of Bulky Items. BFI shall accept bulky items delivered to the City/County Project by residents of the County of Los Angeles. The bulky items will be accepted free of charge at a minimum rate of one (1) bulky item per residential customer per year. Bulky items include household furniture, furnishings, or appliances, including white goods and mattresses.

- C. Exhibit B of the Original Agreement, entitled the "Waste Diversion and Recycling Plan" ("Exhibit B") is hereby modified to add the following provision:

13. Cleanup Program. BFI will conduct semi-annual cleanup campaigns to encourage County of Los Angeles residents to properly dispose of waste they generate. The campaign will consist of at minimum one day when residents may bring residential trash to the City/County Project, free of charge, at a minimum up to one ton per residence. The Department of Public Works of the County (the "Department"), in consultation with BFI, shall be responsible for the advertisement and promotion of the cleanup campaign in the communities surrounding the City/County Project. BFI shall notify the Department at least 90 days prior to the date of each cleanup campaign day and/or event and shall work with the Department in developing the campaign flyers to

ensure their effectiveness. BFI will evaluate this program annually and provide to the Department an annual report containing a specific description of the campaign and its results. Following each annual report, BFI will institute the Department's recommendations with changes to improve the effectiveness of the campaign.

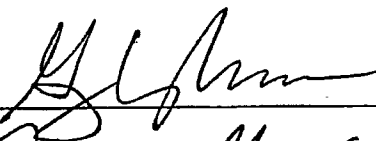
3. The Waste Tire, Bulky Items, and Cleanup programs described above shall be limited to the following unincorporated communities: The western portion of Sunland (including Kagel Canyon, Lopez Canyon, and Little Tujunga Road), West Chatsworth, Westhills, Oat Mountain, Twin Lakes, and Lake Manor, as shown in Figure 1 (attached). These areas may be revised based on mutual agreement of the Department and BFI.
4. BFI will provide quarterly status reports to the Department, in a form approved by the Department, on the implementation and effectiveness of each program required under "Exhibit B".
5. Unless defined herein or unless provided otherwise, all defined terms in this Amendment shall have the meaning ascribed in the R-CUP.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and delivered by the respective officers thereunto authorized as of the date first above written.

ATTEST:

BROWNING-FERRIS INDUSTRIES OF
CALIFORNIA, INC.

By

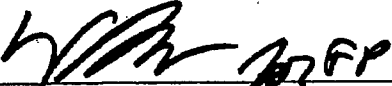

Gail Farber
Name and Title

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

COUNTY OF LOS ANGELES

By

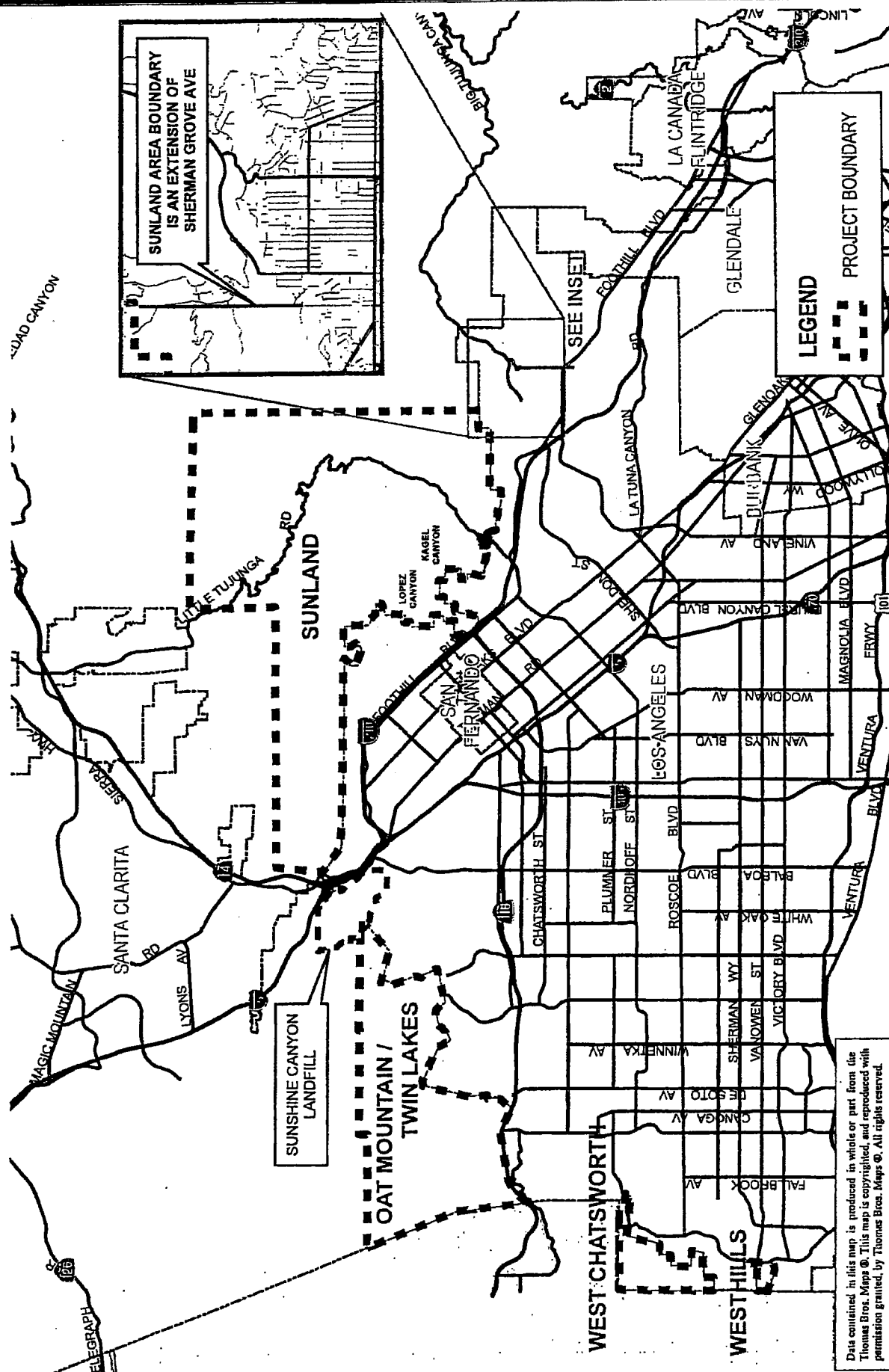

Frederick Pfaeffle
Principal Deputy County Counsel

By


Gail Farber
Director, Department of Public Works



UNINCORPORATED AREAS OF SUNLAND / KAGEL CANYON / LOPEZ CANYON
WEST CHATSWORTH / WESTHILLS / OAT MOUNTAIN / TWIN LAKES / LAKE MANOR



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WASTE PLAN CONFORMANCE AGREEMENT

THIS WASTE PLAN CONFORMANCE AGREEMENT (this "Agreement") is made and entered into as of the 25th day of June, 1996, by and between the County of Los Angeles, a public entity of the State of California (the "County"), and Browning-Ferris Industries of California, Inc., a California corporation ("BFI") (hereinafter together referred to as "Party" or "Parties").

R E C I T A L S

This Agreement is made with reference to the following facts:

A. BFI owns approximately 1,036 acres of land located adjacent to and southwest of the interchange of the I-5 (Golden State) and Route 14 (Antelope Valley) Freeways in an area known as Sunshine Canyon. The land is divided between the City of Los Angeles, about 494 acres in area, and unincorporated territory of the County of Los Angeles, about 542 acres in area. BFI is the owner of a Class III nonhazardous solid waste landfill previously in operation on BFI's property within the City of Los Angeles (the "City Landfill").

B. BFI applied for a conditional use permit and related land use entitlements to extend the landfilling into the unincorporated territory of the County of Los Angeles (the "County Landfill"). The County Landfill extension area encompasses approximately 542 acres, including a 215-acre landfill footprint, and is expected to provide for an average daily solid waste disposal intake of approximately 6,000 tons (the "Project"). A legal description of the County Landfill is attached hereto as Exhibit "A."

C. On November 30, 1993, the Los Angeles County Board of Supervisors (the "Board") approved the Project by, among other measures, certifying the Sunshine Canyon Landfill Extension Final Environmental Impact Report, State Clearinghouse No. 89071210 (the "FEIR"); approving and adopting Compound Plan Amendment 90-2-(5) and Sub-Plan Amendment 86-312-(5); and approving and issuing Conditional Use Permit and Oak Tree Permit 86-312-(5) (together, the "CUP") and related documents (collectively, the "Project Approvals").

D. Pursuant to the Integrated Waste Management Act ("IWMA"), Division 30 of the California Public Resources Code, each jurisdiction in the State of California must adopt a plan for the management and handling of solid waste within its respective jurisdiction, consistent with the statewide policies, standards and requirements set forth in the IWMA.

E. Pursuant to the IWMA, the Los Angeles County Solid Waste Management Committee/Integrated Waste Management Task Force (the "Task Force") has been formed by the County and the cities in the County to identify solid waste management issues on a Countywide basis.

F. Pursuant to the Los Angeles County Code, the Los Angeles County Department of Public Works (the "Department") is the lead County agency advising the Board on waste management issues.

G. Part II of the document titled "Monitoring Program . . . An Attachment to the Conditions of Grant for Conditional Use and Oak Tree Permit 86312-(5)" (the "Monitoring Program") requires BFI to enter into a waste plan conformance agreement providing for controlling and accounting for certain waste, implementing and enforcing programs intended to maximize utilization of the available fill capacity, and implementing waste diversion and recycling programs before opening the County Landfill. This Agreement is intended to satisfy these requirements.

NOW, THEREFORE, the Parties agree as follows:

1. Controlling and Accounting for Waste Entering and Leaving the County Landfill. Commencing with the effective date of the County Landfill operation and during the term of the CUP, BFI shall use its best efforts to implement and conform with the procedures thereunder for controlling and accounting for waste entering and leaving the County Landfill, as stipulated by the Task Force in the Finding of Conformance issued to the County Landfill and those additional requirements which may be specified by the Task Force in the future. In addition, BFI shall employ generally accepted measures for controlling and accounting for such waste, including, but not limited to, the following:

(a) BFI shall install truck scales that will be connected to a computer-based system to monitor and account for incoming waste. All trucks entering shall be

weighed for gross weight and, when leaving, shall be weighed to establish the tare weight.

(b) BFI shall provide a scale capable of weighing diverted materials, including, but not limited to, recyclable green waste, chippable wood materials, and rock and rubble. Green waste and wood waste loads will be directed to their respective processing areas for handling in accordance with the Waste Diversion and Recycling Plan, attached hereto as Exhibit "B," as said Plan may be amended from time-to-time by written agreement of the Department and BFI. Rock and rubble shall either be directed to a storage area or to development areas for reuse on roads and drainage control systems as described in the attached Waste Diversion and Recycling Plan, as amended. BFI shall divert all of the loads that are qualified for such uses to reduce the amount of buried waste.

(c) BFI shall account for all diverted materials that are sold and taken off-site or reused on-site using weight measurement procedures.

(d) Subject to the availability of appropriate hardware and software, electronic recording devices may be used to document weights and other records.

2. Maximizing Available Fill Capacity. During the term of the CUP, BFI shall research and develop programs acceptable to the Department and the County Department of Health Services ("DOHS") intended to maximize utilization of the available fill capacity of the County Landfill. The research activities shall include a feasibility study on compaction methods, diversion or reduction of high volume/low density materials, reduction in the volume of daily cover, and utilization of green waste materials for cover purposes. The study should include recommendations for implementation of those methods determined to be feasible. BFI shall implement those recommended methods that the County determines in writing to be necessary. Subject to the results of the feasibility study, and, as a minimum, the following shall be implemented:

(a) Compaction Methods:

(i) BFI shall develop and implement those compaction methods using the best available control technology to make the best possible use of air space.

(ii) BFI shall study the use of earth surcharging on completed fill cells to accelerate the

compaction of the waste material. This method will be studied for stability and cost effectiveness as well as compaction results.

(iii) BFI shall use its best efforts to implement methods which would achieve levels of compaction equal to those rates achieved at comparable landfills operated by the County Sanitation Districts of Los Angeles ("CSD").

(b) Diversion or Reduction of High Volume/Low Density Materials:

(i) BFI shall develop and implement feasible methods to divert or reduce those high volume/low density materials which are not capable of being readily compacted.

(ii) BFI shall separate certain high volume and/or unmanageable materials (including, but not limited to, tree stumps, large boulders, and low density materials) in order to maximize compaction in the County Landfill.

(iii) BFI shall employ reasonable measures to divert certain low density materials, such as green waste, wood waste, and rock and rubble, for recycling/reuse at on-site and off-site locations.

(c) Reduce Volume of Daily Cover:

(i) BFI shall investigate and implement, as permitted by the appropriate regulatory agencies, feasible methods of reducing volume of daily cover.

(ii) BFI shall maximize the average cell size on the County Landfill, so far as practicable and subject to applicable regulations, in order to minimize the necessary volume of daily cover.

(iii) BFI shall pursue the use of alternative landfill covers other than green waste, as permitted by appropriate regulatory agencies, including, but not limited to, wood waste and synthetic cover materials.

(d) Utilize Green Waste Materials for Daily, Intermediate and Final Cover

(i) BFI shall utilize green waste received and processed at the County Landfill as a supplement to daily, intermediate and final cover to the extent

technologically feasible and acceptable by regulatory agencies.

(ii) As appropriate, BFI shall use green waste as an amendment to the final cover for the City Landfill and ultimately, as an amendment to final cover for the County Landfill.

(iii) BFI shall divert green waste for other uses on the Property, including erosion and fire control and soil amendment, as permitted by the appropriate regulatory agencies; and for resale/reuse by off-site composting companies.

3. Waste Diversion and Recycling Programs.

Commencing with the effective date of the County Landfill operation and during the term of the CUP, BFI shall use its best efforts to implement and conform with the requirements thereunder and under the cities in Los Angeles County and County Source Reduction and Recycling Elements ("SRREs") for waste diversion and recycling programs by implementing the attached Waste Diversion and Recycling Plan.

4. Documentation and Inspection of Records.

During the term of the CUP, BFI shall maintain records to document the weight of waste received, diverted and recycled. BFI shall also document tonnage and compliance with all waste restrictions imposed by the conditions of grant of the CUP. BFI shall further document the composition and origin of waste in accordance with the requirements stipulated in the Task Force's Finding of Conformance and/or by maintaining those records the County reasonably determines in writing to be necessary to develop waste management plans. All such records shall be available at the County Landfill for inspection by the Local Enforcement Agency and authorized representatives of the Department, Regional Planning and the County Treasurer and Tax Collector during normal business hours. Such records shall also be routinely forwarded to such agencies upon request.

5. Arbitration of Disputes. All claims, disputes and other matters in question between the County and BFI arising out of or relating to this Agreement or any other matter relating to the subject matter hereof shall be decided by arbitration. The Parties hereto shall have the right to take discovery in accordance with the Federal Rules of Civil Procedure. Any and all demands to arbitrate shall be filed promptly and in any event prior to the expiration

of any applicable statute of limitations. Arbitration shall be held in California and governed by California law. The award of the arbitrator shall be final and binding upon the Parties, and judgment may be entered upon the Parties in accordance with the applicable law in any court having jurisdiction.

6. Miscellaneous.

6.1 Successors and Assigns. This Agreement shall (a) be binding upon BFI and its successors and assigns and (b) inure to the benefit of and be enforceable by the County and its successors and assigns. Upon any transfer of the County Landfill, or upon any assumption of BFI's responsibilities under this Agreement, BFI is released from all further responsibility or liability under this Agreement.

6.2 Modification or Waiver of this Agreement. This Agreement is intended by the Parties hereto as a final expression of their agreement with respect to the subject matter hereof and is intended as a complete and exclusive statement of the terms and conditions of said Agreement. No modification or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the Director of the Department and BFI; provided, however, the Parties hereby agree that this Agreement may be amended to the extent necessary to maintain conformity to the SRREs of jurisdictions in the County, as determined by the Department and in accordance with those conditions contemplated under Part II of the Monitoring Program. Any modification or waiver referred to in this Paragraph 6.2 shall be effective only in the specific instance and for the specific purposes for which it is given.

6.3 No Waiver of Rights by the County; Cumulative Rights. No course of dealing or failure or delay on the part of the County in exercising any right, power or privilege hereunder shall preclude any other or further exercise or the exercise of any right, power or privilege. The County's remedies under this Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the County may be lawfully entitled.

6.4 Severability. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions

contained herein shall not in any way be affected or impaired thereby.

6.5 Governing Law. This Agreement shall be construed in accordance with and governed by the substantive laws and not the conflicts of laws of the State of California.

6.6 Notices. All notices and communications hereunder shall be given by hand delivery, with a receipt being obtained therefor, or by United States certified or registered mail. Notices and communications hereunder shall be effective when received and shall be sent to the following addresses (or to such other addresses of such either Party hereto notify the other Party in accordance herewith):

If to County, to: County of Los Angeles
Department of Public Works
900 South Fremont Avenue
Alhambra, California 91803-1331
Attention: Director of Public Works

with copies to: County of Los Angeles
Office of the County Counsel
648 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California 90012
Attention: Public Works Division

If to BFI, to: Browning-Ferris Industries of
California, Inc.
14747 San Fernando Road
Sylmar, California 91342
Attention: Mark Clinker

with copies to: Mark Koorenney, Esq.
Assistant Regional Counsel
Browning-Ferris Industries of
California, Inc.
9188 Glenoaks Boulevard, 3rd Floor
Sun Valley, California 91352

6.7 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall constitute an original but both or all of which, when taken together, shall constitute but one document, and shall become effective when copies hereof which, when taken together,

bear the signatures of such of the Parties hereto shall be delivered to the County and BFI.

6.8 Waiver of Jury Trial. Without limiting each party's obligation to submit to arbitration in accordance with Paragraph 5 above, the County and BFI hereby waive any right to a trial by jury and any action or proceeding to enforce or defend any rights under this Agreement or relating thereto or arising from the relationship which is the subject of this Agreement and agree that any such action or proceeding shall be tried before a court and not before a jury.

6.9 Further Instruments. From time-to-time, the Parties hereto shall each execute and deliver in recordable form, if necessary, such further instruments and shall take such other action as the other Party reasonably may request in order to discharge and perform their respective covenants and obligations under this Agreement.

6.10 No Third-Party Beneficiaries. This Agreement is made exclusively for the benefit and solely for the protection of BFI and the County, and no other person or persons shall have the right to enforce the provisions hereof by action or legal proceedings or otherwise. The only Parties to this Agreement are BFI and the County and their respective successors-in-interest. There are no third party beneficiaries, and this Agreement is not intended, and shall not be construed, to benefit or be enforceable or accepted by any other person, agency or entity whatsoever.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and delivered by the respective officers thereunto authorized as of the date first above written.

[signature page follows]

BROWNING-FERRIS INDUSTRIES OF
CALIFORNIA, INC.

By: 
Regional Vice President



COUNTY OF LOS ANGELES

By: 
Chairman, Board of Supervisors

ATTEST:

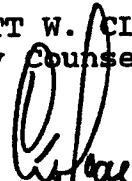
JOANNE STURGES
Executive Officer-Clerk
of the Board

By: 
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

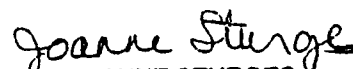
APPROVED AS TO FORM:

DE WITT W. CLINTON
County Counsel

By: 
Deputy

78

JUN 25 1996


JOANNE STURGES
EXECUTIVE OFFICER

SUNSHINE CANYON COUNTY LANDFILL

FRACTIONAL SECTIONS 23 AND 24, TOWNSHIP 3 NORTH, RANGE 16 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF AND TRACT NO. 9423, IN SAID COUNTY AND STATE, AS PER MAP RECORDED IN BOOK 133 PAGES 30 TO 33 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION OF SAID LAND LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A 2 1/2" BRASS DISK MARKING THE SECTION CORNER COMMON TO SECTIONS 22, 23, 26 AND 27 OF SAID TOWNSHIP AND RANGE, AS SAID CORNER IS SHOWN ON COUNTY SURVEYOR'S MAP NO. B-5390, SHEET 1 OF 3 SHEETS;

THENCE S. 89° 38' 44" E., ALONG THE SOUTH LINE OF SAID SECTION 23, A DISTANCE OF 2639.62 FEET TO THE QUARTER CORNER COMMON TO SAID SECTIONS 23 AND 26;

THENCE N. 00° 17' 50" E. ALONG THE NORTH-SOUTH QUARTER LINE OF SAID SECTION 23, A DISTANCE OF 1317.01 FEET TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 23;

THENCE N. 89° 34' 27" W. ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 23, A DISTANCE OF 674.12 FEET AND THE TRUE POINT OF BEGINNING OF THE LINE HEREIN DESCRIBED;

THENCE N. 49° 03' 15" W., A DISTANCE OF 413.69 FEET;

THENCE N. 26° 28' 18" W., A DISTANCE OF 110.56 FEET;

THENCE N. 15° 14' 27" E., A DISTANCE OF 171.83 FEET;

EXHIBIT "A"

BFI COUNTY LANDS
EXTENSION PARCEL
PAGE 2

THENCE N. 39° 04' 33" E., A DISTANCE OF 195.07 FEET;

THENCE N. 80° 06' 22" E., A DISTANCE OF 224.86 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 185.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE, THROUGH AN ANGLE OF 120° 45' 59", AN ARC DISTANCE OF 389.94 FEET;

THENCE N. 40° 39' 36" W., A DISTANCE OF 152.17 FEET;

THENCE N. 63° 35' 07" W., A DISTANCE OF 150.13 FEET;

THENCE N. 28° 21' 57" W., A DISTANCE OF 234.74 FEET;

THENCE N. 48° 50' 47" W., A DISTANCE OF 284.91 FEET;

THENCE N. 11° 22' 12" W., A DISTANCE OF 256.59 FEET;

THENCE N. 03° 45' 06" E., A DISTANCE OF 195.01 FEET;

THENCE N. 13° 13' 52" W., A DISTANCE OF 157.30 FEET;

THENCE S. 78° 41' 25" W., A DISTANCE OF 111.54 FEET;

THENCE N. 00° 41' 40" E., A DISTANCE OF 75.20 FEET;

THENCE N. 23° 42' 41" W., A DISTANCE OF 274.25 FEET;

THENCE N. 04° 23' 07" W., A DISTANCE OF 149.00 FEET;

THENCE N. 08° 52' 51" E., A DISTANCE OF 103.32 FEET;

THENCE N. 38° 52' 13" W., A DISTANCE OF 148.11 FEET;

THENCE N. 00° 28' 18" W., A DISTANCE OF 221.49 FEET;

THENCE N. 86° 35' 27" E., A DISTANCE OF 107.28 FEET;

THENCE N. 19° 26' 57" W., A DISTANCE OF 162.87 FEET;

BFI COUNTY LANDS
EXTENSION PARCEL
PAGE 3

THENCE N. 19° 07' 32" E., A DISTANCE OF 119.62 FEET;

THENCE N. 74° 44' 42" W., A DISTANCE OF 109.12 FEET;

THENCE N. 07° 42' 03" E., A DISTANCE OF 146.24 FEET;

THENCE S. 79° 08' 22" E., A DISTANCE OF 159.63 FEET;

THENCE N. 51° 59' 20" W., A DISTANCE OF 352.25 FEET;

THENCE N. 01° 56' 19" E., A DISTANCE OF 148.19 FEET;

THENCE N. 52° 27' 11" E., A DISTANCE OF 133.37 FEET TO A POINT IN THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23, AND THE END OF THE HEREIN DESCRIBED LINE, LAST SAID POINT BEARS S. 89° 32' 44" E. ALONG SAID NORTH LINE, A DISTANCE OF 1159.38 FEET FROM THE SECTION CORNER COMMON TO SECTIONS 14, 15, 22 AND 23 OF SAID TOWNSHIP AND RANGE, FROM WHICH A 2 1/2" BRASS CAP MARKED "W.C." TO SECTION CORNER COMMON TO SAID SECTIONS 14, 15, 22 AND 23 BEARS N. 03° 07' 12" W., A DISTANCE OF 66.02 FEET, AS SAID COMMON CORNER AND BRASS CAP ARE SHOWN ON SAID COUNTY SURVEYOR'S MAP NO. B-5390, SHEET 1 OF 3 SHEETS.

ALSO EXCEPT THEREFROM THOSE PORTIONS OF SAID LAND LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A 2 1/2" BRASS DISK MARKING THE SECTION CORNER COMMON TO SECTIONS 13, 14, 23 AND 24, OF SAID TOWNSHIP AND RANGE, AS SAID CORNER AND BRASS DISK IS SHOWN ON COUNTY SURVEYOR'S MAP NO. B-5390, SHEET 1 OF 3 SHEETS;

THENCE S. 89° 56' 47" E., ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 927.53 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN PARCEL 4 IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED DECEMBER 24, 1968 AS INSTRUMENT NO. 429 OF OFFICIAL RECORDS OF SAID COUNTY AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED LINE;

THENCE ALONG THE BOUNDARIES OF THE CERTAIN PARCEL OF LAND DESCRIBED IN SAID PARCEL 4 IN SAID DEED TO THE STATE OF CALIFORNIA, THE

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FOLLOWING COURSES AND DISTANCES, S. 12° 18' 19" E., A DISTANCE OF 185.58 FEET;

THENCE N. 82° 00' 08" E., A DISTANCE OF 262.49 FEET;

THENCE S. 15° 59' 59" E., A DISTANCE OF 240.83 FEET;

THENCE N. 86° 56' 04" E., A DISTANCE OF 200.23 FEET TO THE MOST NORTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN THE DEED TO GEORGIA W. BROWN, RECORDED FEBRUARY 2, 1973 AS INSTRUMENT NO. 2512 OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE ALONG THE BOUNDARIES OF SAID LAND OF BROWN, THE FOLLOWING COURSES AND DISTANCES, S. 61° 49' 02" E., A DISTANCE OF 53.54 FEET;

THENCE S. 02° 14' 10" W., A DISTANCE OF 122.13 FEET TO THE NORTHWESTERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS "N. 61° 51' 32" W., A DISTANCE OF 496.48 FEET" IN PARCEL 3 IN LAST SAID DEED TO THE STATE OF CALIFORNIA;

THENCE ALONG SAID CERTAIN COURSE S. 62° 02' 40" E., A DISTANCE OF 270.02 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF LOT 79 OF TRACT NO. 9423, AS PER BOOK 133, PAGES 30 THROUGH 33 INCLUSIVE OF MAPS, RECORDS OF SAID COUNTY;

THENCE ALONG SAID SOUTHEASTERLY LINE OF LOT 79, S. 37° 26' 05" W., A DISTANCE OF 37.66 FEET TO THE MOST WESTERLY CORNER OF LOT 69 OF SAID TRACT NO. 9423, LAST SAID POINT ALSO BEING IN THE NORTHEASTERLY LINE OF LOT 87 OF SAID TRACT NO. 9423;

THENCE S. 61° 48' 55" E., ALONG SAID NORTHEASTERLY LINE AND ALONG THE SOUTHWESTERLY LINE OF LOT 69 OF SAID TRACT NO. 9423, 167.75 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET, A RADIAL LINE OF SAID CURVE, THROUGH SAID POINT BEARS S. 86° 32' 02" W.;

THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH AN ANGLE OF 100° 20' 32", AN ARC DISTANCE OF 35.03 FEET;

THENCE S. 46° 18' 53" E., ALONG LAST SAID NORTHEASTERLY LINE OF LOT 87 AND

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ALONG THE SOUTHWESTERLY LINE OF LOT 68 OF SAID TRACT NO. 9423, A DISTANCE OF 92.21 FEET TO THE SOUTHWESTERLY LINE OF SAID CERTAIN PARCEL OF LAND DESCRIBED IN SAID PARCEL 3;

THENCE ALONG LAST SAID SOUTHWESTERLY LINE S. 10° 54' 18" E., A DISTANCE OF 122.61 FEET;

THENCE CONTINUING ALONG SAID SOUTHWESTERLY BOUNDARY, S. 86° 44' 59" E., A DISTANCE OF 83.00 FEET TO THE WESTERLY LINE OF LOT 56 OF SAID TRACT NO. 9423;

THENCE S. 21° 43' 29" E., ALONG SAID WESTERLY LINE OF LOT 56, A DISTANCE OF 95.78 FEET TO THE SOUTHWEST CORNER OF SAID LOT 56;

THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 56, N. 75° 41' 49" E., A DISTANCE OF 161.78 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO GEORGIA W. BROWN, RECORDED MARCH 28, 1973 AS INSTRUMENT NO. 4544 OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE ALONG THE SOUTHWESTERLY LINE, AND ITS NORTHWESTERLY PROLONGATION, OF SAID PARCEL 2 IN SAID DEED TO THE STATE OF CALIFORNIA, THE FOLLOWING COURSES AND DISTANCES, S. 32° 01' 51" E., A DISTANCE OF 239.64 FEET;

THENCE S. 48° 55' 45" E., A DISTANCE OF 233.33 FEET;

THENCE S. 01° 32' 02" W., A DISTANCE OF 123.97 FEET TO THE NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED JULY 8, 1969 IN BOOK D-4439, PAGE 497 OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE ALONG SAID NORTHWESTERLY LINE, S. 22° 07' 01" W., A DISTANCE OF 312.79 FEET;

THENCE S. 44° 38' 24" E., A DISTANCE OF 179.54 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL 2 IN SAID DEED TO THE STATE OF CALIFORNIA;

THENCE S. 29° 13' 33" E., ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 110.53 FEET;

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THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE, S. 78° 02' 49" E., A DISTANCE OF 260.23 FEET TO A POINT IN THE NORTHWESTERLY LINE OF THE RANCHO EX MISSION DE SAN FERNANDO AND THE END OF THE HEREIN DESCRIBED LINE, LAST SAID NORTHWESTERLY LINE BEING THE COMMON BOUNDARY LINE BETWEEN THE COUNTY OF LOS ANGELES WITH THE CITY OF LOS ANGELES, LAST SAID POINT BEARS N. 47° 38' 40" E., ALONG LAST SAID NORTHWESTERLY LINE, A DISTANCE OF 3932.45 FEET FROM A 2 1/2" BRASS DISK MARKING THE SECTION CORNER COMMON TO FRACTIONAL SECTIONS 23 AND 24 WITH SAID NORTHWESTERLY LINE, AS SAID COMMON SECTION CORNER AND NORTHWESTERLY LINE ARE SHOWN ON COUNTY SURVEYOR'S MAP B-2666, SHEET A1 OF SHEET A3.

ALSO EXCEPT THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID FRACTIONAL SECTION 23.

CONTAINING 607.998 ACRES, MORE OR LESS.

THIS LEGAL DESCRIPTION
PREPARED BY:

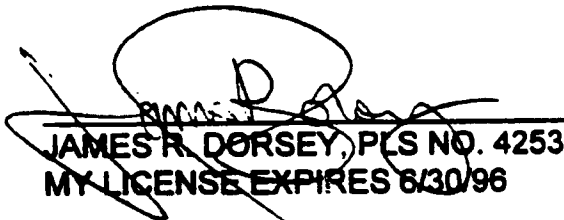

JAMES R. DORSEY, PLS NO. 4253
MY LICENSE EXPIRES 6/30/96



Exhibit "B"

Waste Diversion and Recycling Plan

1. Drop Off - Buy Back Recycling Center. BFI will provide a drop off-buy back recycling center for use by the local community. Provided they are separated from other materials upon delivery to the drop off-buy back center, non-hazardous materials will be accepted for shipment off-site, including, but not limited to, the following: aluminum, metal, OCC, newsprint, office paper, PET/HDPE #1 and #2, and glass.

2. Green Waste Processing Area. BFI will establish a green waste processing area for processing green waste for reuse. The ground material will be utilized for erosion and fire control and soil amendment for the County Landfill and City Landfill, as feasible; alternative daily cover for the County Landfill; and other outside uses, as feasible.

As incentives for the recycling of green waste, BFI will provide the following:

- a. A dedicated scale;
- b. An accounting of recyclable green waste and the filing of documents necessary for the acquisition of State waste diversion credits for the County; and
- c. Upon receiving State approval for the use of green waste as an alternative daily cover for the County Landfill, lower-than-standard tipping fees for the receipt thereof.

3. Wood Waste Processing Area. BFI will establish a wood waste processing area for processing wood waste for reuse. Chipped materials will be used for erosion control, stabilization and dust control at the County Landfill and City Landfill, as feasible; weed control and fire break control on BFI mitigation projects; and landscaping in and around the local area, as feasible.

As incentives for the recycling of wood waste, BFI will provide the following:

- a. A dedicated scale;
- b. An accounting of recyclable wood waste and the filing of documents necessary for the acquisition of State waste diversion credits for the County for wood waste processed at the County Landfill or shipped off site; and
- c. Depending upon the marketability of processed wood waste or BFI's need therefor, lower-than-standard tipping fees for the receipt thereof.

4. Rock and Rubble Processing. BFI will perform rock and rubble processing for reuse on-site and for road construction, erosion control, and drainage armoring. BFI will explore outside uses for reuse of rock and rubble as well.

As incentives for the recycling of rock and rubble, BFI will provide the following:

- a. A dedicated scale;
- b. An accounting of recyclable rock and rubble and the filing of documents necessary for the acquisition of State waste diversion credits for the County for rock and rubble processed at the County Landfill or shipped off site;
- c. Depending upon the marketability of processed rock and rubble or BFI's need therefor, lower-than-standard tipping fees for the receipt thereof; and
- d. A policy under which no rock and rubble that is deemed capable of being recycled shall be disposed of in the County Landfill.

5. Tire Recycling. BFI will establish an area for the acceptance of tires, including a dedicated scale. Whole loads of tires will be immediately directed to BFI's Azusa Land Reclamation Facility, where tire processing will occur. Partial loads of tires will be collected in containers which, when full, will be directed to the Azusa Land Reclamation Facility for processing.

6. Used Oil Recycling Center. Subject to full compliance with requirements of the CUP, the County Landfill Solid Waste Facilities Permit and other regulatory agencies, BFI will pursue operation of a California Certified Used Oil Recycling Center at the County Landfill. The used oil recycling center will accept used oil only from residents free of charge.

7. Christmas Tree Recycling. Christmas trees will be accepted as green waste in accordance with the provisions of Paragraph 2 above.

8. Receipt of Bulky Items. BFI will accept bulky items delivered to the County Landfill by residents free of charge at the rate of one (1) item per resident.

9. Public Education. For the education of the public with respect to recycling, BFI will pursue the following activities:

- a. The performance of waste audits for commercial customers;
- b. The distribution of an educational newsletter to commercial customers;
- c. The placement of newsletters and bill stuffers in monthly bills to residential and commercial customers to inform them of BFI's recycling programs;
- d. The placement of advertisements in newspapers of general circulation in areas where residential and commercial refuse is collected by BFI in order to describe BFI's recycling programs;
- e. At various elementary schools in the County, provide classes for students and in-service training for teachers relative to recycling; and
- f. Continue the funding of recycling displays at the Children's Museum in Downtown Los Angeles.

10. Waste Characterization. In accordance with reasonable requirements established by the Task Force, BFI will conduct waste characterization.

11. Monthly Monitoring Report. Commencing with the effective date of the County Landfill operation and during the term of the CUP, BFI shall submit monthly reports to the Department describing the status of the implementation of this Plan.

12. Plan Revisions. In accordance with Paragraph 6.2 of this Agreement, the provisions of this Plan may be modified or waived by written agreement of the Department and BFI.